

James A. Caporini
PO Box 341
Brookville, Ohio 45309

Honorable Robert D. Drain
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

June 28, 2009

Re: Objections to Latest Petitions in Delphi Case Number 05-44481 (RDD)

Dear Judge Drain,

I am writing to voice my objection to the June 1, 2009 Master Disposition Agreement (revised June 16th, 2009), Article 9.5.11 of the Delphi bankruptcy (case # 05-44481) in which Delphi intends to terminate lawfully entered severance payment contracts with retired and separated Delphi salary employees as a condition of emergence from bankruptcy. I believe this attempt by Delphi to terminate severance payments should be stopped by the court and the severance payments should continue in full as contracted.

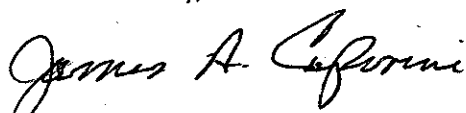
As a retired salary employee of Delphi as of 1-1-09, I decided to make the decision to retire partially influenced by the company's contractual commitment to provide a "streaming" severance payment. I questioned the company HR representative about the offer to "stream" my severance payment over the ensuing twelve months since this new "streaming" policy was a recent change to the previous policy of paying severance payments as one lump sum. I was concerned that given the company's bankruptcy difficulties, that the company would not honor the contract for the full amount. I was assured by the HR representative that I would be paid the entire amount of the severance payment as long as other active salary employees were being paid. I now strongly question the company's intention of paying the full streaming amount and, therefore, it appears to me that the company may have acted in a deceitful manner in their offer of retirement to me.

My argument to continue the severance payments includes the following: these severance payments are contractual in nature and were entered with the company after the company entered bankruptcy and while the company is still in bankruptcy; I had to waive certain rights (a release of claims) to receive the severance; I believe these payments (in full) are a contractual liability and are not a Delphi provided benefit; I believe that I have a valid, legal and binding contract that should be honored in full. I view these severance payments as an administrative claim and intend to file an Administrative Expense Claim Form with the court.

I am asking for your consideration and eventual judgement in favor of my request. Please do not allow Delphi to terminate these severance payments as part of the bankruptcy emergence. Delphi salaried employees have already lost health care coverage and will probably see pensions turned over to the PBGC. Almost all rights and benefits of the hourly workforce and the senior upper management of the company are being preserved so I am only asking for equality and fairness for the salary force as the company tries to emerge from the bankruptcy.

Thank you for your time and consideration.

Yours Sincerely,


James A. Caporini